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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LAURI VALJAKKA;

Plaintiff,

v.

NETFLIX, INC.,

Defendants.

Case No. 4:22-cv-01490-JST

DECLARATION OF ERIC N. LUND

JUDGE: HON. JON S. TIGAR
DATE: JANUARY 25, 2024
TIME: 2:00 P.M.
CRTRM: 6 – 2ND FLOOR

I, Erik N. Lund, declare as follows:

1. I am an adult, under no legal disability, and I have personal knowledge of the facts stated in this Declaration.
2. I am a partner with the law firm of Whitestone Law, PLLC.

1 3. I am admitted to practice in all state courts in Virginia, the District of
2 Columbia, and federal courts in the Eastern District of Virginia and the Western
3 District of Texas. I am also admitted in the United States Patent and Trademark Office.

4 4. Attorney Rachel Lamkin states, “On October 3, 2023, Valjakka’s counsel
5 of record, William Ramey, disclosed for the first time that attorneys working for
6 Valjakka’s litigation funder, AiPi, had been representing Valjakka “from the start” and
7 would assist Netflix in obtaining CUVTA discovery.”¹ Ms. Lamkin’s statement is
8 false. I do not represent Lauri Valjakka. I do not know what “from the start” refers to
9 because it is not a date.

10 5. Ms. Lamkin states, “Netflix learned for the first time that Valjakka’s
11 litigation funder and co-counsel, AiPi, controls the Enforcement Assets and controls
12 this litigation.”² Ms. Lamkin’s statement is false. AiPi is not co-counsel with Mr.
13 Ramey. AiPi is not counsel for Lauri Valjakka.

14 6. Ms. Lamkin states, “Mr. Ramey responded and directed the inquiry to his
15 co- counsel, Eric Morehouse, Joe Zito, Erik Lund, and Ken Sheets. Mr. Ramey
16 disclosed, for the first time in this now two-year litigation, ‘I have copied my co-
17 counsel who has worked on this matter with us from the start. They can help you with
18 this. Copied here are Eric Morehouse, Joe Zito, Erik Lund and Ken Sheets.’”³ Ms.
19 Lamkin’s statement is false. Eric Morehouse, Joseph Zito, Erik Lund, and Ken Sheets
20 are not co-counsel with William Ramey.

21 7. Ms. Lamkin states, “And while Valjakka had disclosed that AiPi is his
22

23 ¹ Dkt. No. 216 at 1:13-15

24 ² Dkt. No. 216 at 1:16-17.

25 ³ Dkt. No. 216 at 4:12-16.

1 litigation funder, he had not disclosed that AiPi also serves as his counsel, or that AiPi
2 controls this litigation and the Enforcement Assets at-issue in the Court’s PI Order.”⁴
3 Ms. Lamkin’s statement is false. AiPi does not serve as counsel. Aipi does not control
4 Lauri Valjakka’s litigation.

5 Ramey LLP states, “Mr. Valjakka believed AiPi was providing legal services and
6 that Eric Morehouse and Erik Lund were his lawyers from 2021.”⁵ Ramey LLP’s
7 statement is false. Lauri Valjakka agreed that AiPi does not provide legal services and
8 that Eric Morehouse and Erik Lund are not his lawyers. *See* AiPi Litigation Plan for
9 Lauri Valjakka, Ex. B, at 1,5; Evaluation Protocol Agreement, Ex. A, at 1, 2, 4, 10, 11,
10 13.

11 8. Ramey LLP states, “Co-counsel, Joe Zito transmitted copies to each
12 licensee.”⁶ Ramey LLP’s statement is false. Attorney Joseph Zito is not co-counsel.
13 Mr. Zito did not transmit copies of the Preliminary Injunction Order to each licensee.

14 9. Lauri Valjakka states, “Morehouse and Lund, through AiPi, provided me
15 technical and legal services. I considered both Morehouse and Lund as my lawyers.”⁷
16 Mr. Valjakka’s statement is false. Lauri Valjakka understood and agreed that AiPi
17 does not provide legal services and that Eric Morehouse and Erik Lund are not his
18 lawyers. *See* Ex. B, at 1,5; Ex. A, at 1, 2, 4, 10, 11, 13.

19 10. Lauri Valjakka states, “[i]n providing legal services, Morehouse and Lund
20 helped me identify alleged infringers, including Netflix, draft claim charts and draft
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22 ⁴ Dkt. No. 216 at 4:21-23.

23 ⁵ Dkt. No. 223 at 1:26-27.

24 ⁶ Dkt. No. 224 at 2:13-14.

25 ⁷ Dkt. No. 223-1 at 2:6-7.

1 complaints against the alleged infringers.”⁸ Mr. Valjakka’s statement is false. I did not
2 provide legal services to Mr. Valjakka.

3 11. Lauri Valjakka states, “AiPi, through Morehouse and Lund, continued to
4 provide me legal services and I regard both as my lawyers. AiPi has been engaged in all
5 legal decision making from the filing of the lawsuit to the present.”⁹ Mr. Valjakka’s
6 statement is false. I did not provide legal services to Mr. Valjakka. I am not his lawyer.
7 AiPi is not involved in legal decision making. *See* Ex. B, at 1,5; Ex. A, at 1, 2, 4, 10,
8 11, 13.

9 12. Lauri Valjakka states, “AiPi, through Morehouse and Lund, continued to
10 provide me legal services and I regard both as my lawyers. AiPi has been engaged in
11 all legal decision making from the filing of the lawsuit to the present.”⁹ Mr. Valjakka’s
12 statement is false. I did not provide legal services to Mr. Valjakka. I am not his lawyer.
13 AiPi is not involved in legal decision making. *See* Ex. B, at 1,5; Ex. A, at 1, 2, 4, 10,
14 11, 13.

15 13. AiPi agreed to engage a US law firm to file a Complaint and initiate the
16 Valjakka litigation. Ex. B at 1.

17 14. AiPi agreed to support the Valjakka litigation and manage third party
18 funding. Ex. B at 1.

19 15. Lauri Valjakka agreed to the litigation plan which clearly states that AiPi
20 is merely a support company by signing on August 19, 2021. Ex. B at 5.

21 16. AiPi agreed to provide Lauri Valjakka a funding determination. Ex. A at 1.
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24 ⁸ Dkt. No. 223-1 at 2:8-10.

25 ⁹ Dkt. No. 223-1 at 2:11-14.
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1 27. AiPi as a third party, will comply fully with the PI and is ready and
2 willing to comply with any discovery requests directed thereto.

3 28. The Valjakka case has reached settlement with five entities for a total
4 of \$1,285,000.

5 29. As of November 15, 2023, Ramey LLP has an outstanding balance of
6 \$1,142,276.00 in the Valjakka case.

7 30. As of November 15, 2023 Ramey LLP has acknowledged payment of
8 \$295,539.00.

9 31. Experts have invoiced \$267,594.76 in the Valjakka case.

10 32. Lauri Valjakka or his foreign counsel have received at least \$258,500
11 from AiPi.

12 33. Distributions to inventors totaling at least \$393,911 have been
13 disbursed.

14 34. Net proceeds from the Valjakka case are approximately -\$804,281.76.

15 35. AiPi had no control over the decision to disclose or not disclose AiPi
16 in any Local Rule 3-15 documents.

17 I declare under penalty of perjury that the foregoing is true and correct.

18 ///

19 ///

Erik Lund

Erik N. Lund

November 24, 2023

Date